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25/4/2014

25 APR 2014

MONDEAL SQUARE

2nd FLOOR,

UNIT NO. "A-201"

VIVEK SURESH AGARWAL

25 APR 2014

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર: ૨૦૧૪૩૧૦૦૦૪૦૯૦ | દસ્તાવેજ નંબર: ૨૧૪૭ | દસ્તાવેજ વર્ષ: ૨૦૧૪

તા: ૨૫ માહે: એપ્રિલ સને: ૨૦૧૪

દસ્તાવેજનો પ્રકાર માલિકી ફેરબદલ/વેચાણ અવેજ Rs. ૧૨૦૦૦૦૦.૦૦

રજુ કરનારનું નામ M/s Goyal Safal Developers A Partnership Firm Through Its Authorized Signatory Mr.Kalpesh More

નીચે પ્રમાણે ફી પહોંચી

	રૂ. પૈસા
રજીસ્ટ્રેશન ફી	૧૨૦૦૦૦
નકલ કરવા ની ફી સાઈડ / ફોલીયો	૨૮૦
શેરોની નકલ કરવા માટે ફી	
ટપાલ ખર્ચ	
નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭)	૦
શોધ અગર તપાસણી	
દંડ કલમ-૨૫	
કલમ-૩૪ (કલમ-૫૩)	
નકલ ફી ફોલીયો	૦
ઈન્ડેક્ષ-૨ ફી	
આ સિવાયની બાબતોની ફી	

કુલ એકંદરે રૂ.	૧૨૦૨૮૦

અંકે રૂપીયા એકલાખ વીસ હજાર બસો એંસી પુરા.

દસ્તાવેજ ---------- ના દિવસે તૈયાર થશે અને નકલ

તે રજીસ્ટર ટપાલથી મોકલવામાં ---------- કચેરીમાં આપવામાં આવશે.

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

10th Floor. Safal Profitaire. Corporate Road. Opp. Ramada Hotel.
Prahladnagar. Ahmedabad -380015

(S.R.SHAH)
સબ રજીસ્ટ્રાર
અમદાવાદ-૧૦ વેજલપુર

અગર ---------- ને આપશો

રજુ કરનારની સહી

IGR-NIC(G) -89614707234425818 ૨૫/૪/૨૦૧૪ ૪:૨૪:૧૬ pm

Original received by Shashank C. Bekal of Indiabulls (Vaishnavi 12552) Shashank Marwaha 9999840988

અનુક્રમણિકા નંબર :- ૨

સબ-રજીસ્ટ્રાર કચેરી

ગામનુ નામ : વેજલપુર

એસ.આર.ઓ - 10 Vejalpur

ાવેજનો પ્રકાર અને અવેજ .ડા પટાના કિસ્સામાં આકાર આપનાર અથવા પટે ાનાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો)	ક્ષેત્રફળ	આકાર અથવા જુડી આપવામાં આવે ત્યારે તે.	દસ્તાવેજ કરી આપનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી લેનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં વાદીનું નામ	સહીની તારીખ નોંધણીની તારીખ	અનુક્રમ, વોલ્યુમ અને પૃષ્ઠ નંબર	શેરો
ેકી મત/વેચાણ ૧૨૦૦૦૦૦૦=૦૦	રે સ નંબર - 833 પૈકી, 881 પૈકી, 834 પૈકી ટી.પી સ્કીમ નંબર - 23 ફાઇનલ પ્લોટ નંબર - 1 / 1 બ્લોક નંબર - એ યુનીટ નંબર - એ / 201 સેકન્ડ ફલોર ક્ષેત્રફળ - 2576.00 ચો.ફૂટ યાને 239.32 ચો.મી સુપર બિલ્ટ અપ એરીયાના બાંધકામ વાળી મીલકત તથા જમીનમાં વગર વહેંચાયેલ 65.90 ચો.મી ના હક્ક હિસ્સા સહિતની મીલકત " મોન્ડીયલ સ્કવેર "			M/s Goyal Safal Developers A Partnership Firm Through Its Authorized Signatory Mr.Kalpesh More-	Vivek Suresh Agarwal	૨૫/૦૪/૨૦૧૪ ૨૫/૦૪/૨૦૧૪	૨૧૮૭	

ાલ કરનાર

સંજય પટેલ ની તારીખ : ૨૫/૦૪/૨૦૧૪ ના રોજની

ખરી નકલ

અરજી નંબર : ૨૦૧૫

પહોંચ નંબર : ૨૦૧૪૩૧૦૦૦૪૧૧૨

તારીખ : ૨૮/૦૪/૨૦૧૪

સબ-રજીસ્ટ્રાર

એસ.આર.ઓ - 10 Vejalpur

સબ-રજીસ્ટ્રાર

એસ.આર.ઓ - 10 Vejalpur

નોંધ: કોમ્પ્યુટર પ્રિન્ટમાં કોઈ પણ રીતે કરેલ સુધારો માન્ય ગણાશે નહી.

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The Kankaria Maninagar Nagrik Sahkari Bank Ltd.
Camps Corner-II, Anandnagar Road, Vejalpur,
Ahmedabad-380 051
Lic. No. GUJ SOS/AUTH/AHV/356/2012
Serial No. 15596 25-4-14
Name: Vivek S. Agrawal
Address: 21, Sarthi V-3 opp Gopal Intercity, Drive in Road, Ahd
Value Rs. 5880000/-
(Words) five lac eighty eight thousand
Sign:



THE SEAL OF REGISTRAR

SALE DEED

Sale Deed of **Property** of Unit bearing **No. A-201** (Unit No. **201** as per plan approved by **AUDA**) situated on the **2nd Floor** of Block No. **"A"** admeasuring about **2576 Sq. Feet** i.e. **239.32 Sq. Mtrs.** (Super Built-up area) in **"MONDEAL SQUARE"** building and undivided proportionate land admeasuring **65.90 Sq. Mtrs.** of Final Plot No. 1/1 admeasuring about 6589 sq. mtrs [given in lieu of land of Survey no. 833 paiki (Khata no. 2044) admeasuring 3031 sq. mtrs, land of Survey no. 881 paiki (Khata no. 2044) admeasuring 1941 sq. mtrs and land of Survey no. 834 (Khata no. 2044) admeasuring about 8701 sq. mtrs] of Draft Town Planning Scheme no. **23 (Vejalpur)** situate, lying and being at **Moje Vejalpur, Taluka City,** in Registration District of Ahmedabad and Sub District **Ahmedabad-10(Vejalpur)** at the price of **₹. 1,20,00,000/- (Rupees One Crore Twenty Lac Only).**

KANKARIA MANINAGAR NAGRIK SAHAKARI BANK LTD
ANANDNAGAR ROAD
VEJALPUR, AHMEDABAD - 380 051

15596
111514
APR 25 2014
Rs. 5880000/-
STAMP DUTY GUJARAT

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FIRST PARTY
THE VENDOR :-

"M/S GOYAL SAFAL DEVELOPERS", a Partnership firm, registered under Indian Partnership Act, having its Place of Business at 10th Floor, Commerce House-IV, 100 Feet Anandnagar Road, Prahladnagar, Ahmedabad-380 015. [**PAN: AAJFG1827C**]
Through its Authorized Signatory, **Mr. Kalpesh More**
Aged about **45** years, Occupation: **Service**
Having Address at :- 10th Floor, Safal Profitaire, Corporate Road,
Opp. Ramada Hotel, Prahladnagar,
Ahmedabad - 380015.

(Hereinafter in this Sale Deed referred to as "the **Vendor**" or "**First Party**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said "**Vendor**", and its partners, executors, administrators, successors, legal representatives and assigns) of the First Part.

SECOND PARTY
THE PURCHASER :-

VIVEK SURESH AGARWAL
Aged about **32** years, Religion:- **Hindu**
Occupation :- **Business**
PAN No. : ADZPA4737C

Having Address at : - 21, SARTHI VIBHAG-3,
OPP. GOYAL INTERCITY
DRIVE IN ROAD,
AHMEDABAD.

(Hereinafter in this Sale Deed referred to as "**SECOND PARTY**" or "the **PURCHASER**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **PURCHASER**, their heirs, executors, administrators, agents, successors, legal representatives and assigns) of the Second part.

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WHEREAS

(a) The **VENDOR** herein **"M/s GOYAL SAFAL DEVELOPERS"** a Partnership firm is absolute owner and is seized and possessed of and otherwise well and entitled to the piece or parcel of Non-Agricultural land bearing Final Plot No 1/1 admeasuring about 6589 sq. mtrs [given in lieu of land of Survey No. 833 paiki (Khata no. 2044) admeasuring about 3031 sq. mtrs, land of Survey No 881 paiki (Khata no.2044) admeasuring about 1941 sq. mtrs and land of Survey No 834 (Khata no.2044) admeasuring about 8701] of Draft Town Planning Scheme No 23 (Vejalpur) situate, lying and being at **Moje Vejalpur**, **Taluka City**, in the Registration District of Ahmedabad and Sub District of **Ahmedabad-10(Vejalpur)** and shall be referred to as "the said **Land**" hereinafter in this Sale Deed.

(b) That N. A. Use Permission for Commercial purpose for the Land bearing Final Plot No. 1/1 admeasuring about 6589 Sq. Mtrs. is granted by Collector, Ahmedabad vide its order bearing No. CB/JAMIN/N.A./S.R.-141/2006-2007, Dated 26/10/2006.

(c) **AND WHERAS** the **VENDOR** is in the process of developing the said **Land** and constructing Commercial Scheme named "**MONDEAL SQUARE**".

(d) THAT Senior Town Planner of Ahmedabad Urban Development Authority has approved plan for constructing various Commercial Units on the said **Land** vide order bearing No. PRM/298/6/2010/733 dated 04-01-2012.

(e) That as per the said approved Plan the **Vendor** has commenced the construction of commercial scheme named "**MONDEAL SQUARE**" consisting of Ground Floor, First Floor to Eleventh Floor having many Commercial Units of different area. There is Stair Cabin, Lift Machine Room and overhead water tank on the terrace. There are two basements, Cellar 1 and Cellar 2, below for parking of the vehicles.

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(f) **AND WHEREAS** Building Use (B.U.) Permission of the said project **"MONDEAL SQUARE"** has been given by AUDA via B.U. Permission No. CMP/4404/6/2013/202 on Dtd. 13/06/2013.

(g) The **VENDOR** has given copy of the approved plan, Commencement Certificate issued by **AUDA,** copies of Sale Deeds in favour of **VENDOR**, its Index No. 2. and Village 7-12 Forms, copy of B.U. Permission, etc. to the **PURCHASER** herein. The **PURCHASER** have carefully inspected and studied the same, got them scrutinized and examined by their lawyers, and are fully satisfied about them. The **PURCHASER** is also provided with a copy of Title Report prepared by M/s Jani & Co., Solicitors & Advocates of Ahmedabad. That the **PURCHASER** are fully satisfied about the right, title and interest of the **VENDOR** and its predecessors-in-title with respect to the said **Land** on which the said **Project "MONDEAL SQUARE"** is constructed as well as development permissions granted by competent authority. The **PURCHASER**, are also satisfied about the competency of the **VENDOR** to develop the said **Project**.

(h) That it is clarified by the **VENDOR** that all Unit owners of the Project will have right to use the Basements for parking and the **VENDOR** alone will be entitled to grant exclusive right of Car parking slots to any Unit owners for reserved parking.

(i) The **VENDOR** and **PURCHASER** have negotiated for the sale of Unit bearing **No. A-201** (Unit No. **201** as per plan approved by **AUDA**) situated on the **2nd Floor** of Block No. **"A"** admeasuring about **2576 Sq. Feet** i.e. **239.32 Sq. Mtrs.** (Super Built-up area) in **"MONDEAL SQUARE"** building and undivided proportionate land admeasuring **65.90 Sq. Mtrs.** of Final Plot No. 1/1 admeasuring about 6589 sq. mtrs [given in lieu of land of Survey no. 833 paiki (Khata no. 2044) admeasuring 3031 sq. mtrs, land of Survey no. 881 paiki (Khata no. 2044) admeasuring 1941 sq. mtrs and land of Survey no. 834 (Khata no. 2044) admeasuring about 8701 sq. mtrs] of Draft Town Planning Scheme no. **23(Vejalpur)** belonging to the **VENDOR** and more particularly described in the **Schedule-II** written hereunder (hereinafter referred to as "the said **Property**").

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(j) THAT as a result thereof the **VENDOR** has agreed to sell and the **PURCHASER** have agreed to purchase the said **Property** more particularly described in the **Schedule-II** hereunder written for a total price of **₹. 1,20,00,000/- (Rupees One Crore Twenty Lac Only)**. The said total price is inclusive of right in common facilities of the said scheme and inclusive of undivided proportionate land.

(k) THAT the **PURCHASER** have paid the above stated price to the **VENDOR** in the manner as stated hereunder:-

REGISTRAR * (JALPUR)

Amount paid to Vendor by PURCHASER

Sr.No.	Amount	Cheque No.	Cheque Date	Name of Bank
1	5,00,000/-	173651	16.04.2012	State Bank of India
2	15,00,000/-	781733	30.05.2012	State Bank of India
3	1,20,000/-	-	-	By TDS BSR Code : 0004329, Tender Date : 25.04.2014, Challan Sr. No. 00733, S.B.I Bank
Total	**21,20,000/-**			
LESS				
4	(–) 20,000/-	-	26.04.2014	By NEFT
Total	**21,00,000/-**			
5	99,00,000/-	004060	31.03.2014	Axis Bank Ltd. (Indiabulls Housing Finance Ltd. - Loan Cheque)
	1,20,00,000/-	**(Rupees One Crore Twenty Lac Only)**		

(l) **THAT** in consideration of the payment of the said sum of **₹. 1,20,00,000/- (Rupees One Crore Twenty Lac Only)** paid as mentioned above by **PURCHASER** to the **VENDOR** being the full consideration payable by the **PURCHASER** for the said **Property** more particularly described in the **Schedule-II** hereunder written; the payment and receipt whereof the **VENDOR** doth hereby admits and acknowledges and of and from the same

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and every part thereof for ever acquit, release and discharge the **PURCHASER**, the **VENDOR** doth hereby convey, grant, transfer and assure unto the **PURCHASER ALL THAT** said **Property**, proportionate land and common facilities and common properties of the scheme more particularly described in the **Schedule-II** hereunder written **TOGETHER WITH** undivided right in the compound, sewage, drains, plants, shrubs, ways, paths, passage, commons, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenances, undivided proportionate land, and common staircase and passages etc whatsoever to the said **Property** or any part thereof belonging or in anyway appertaining to or with the same or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed or known as part thereof and to belong or be appurtenant thereto and all other common rights and amenities in the **Project** proportionately with other owners of various units in the **Project AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the **VENDOR** in to out of or upon the said **Property**, undivided proportionate land hereditaments and premises or any part thereof **TO HAVE AND TO HOLD** the said **Property** hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the **PURCHASER** for ever as full owners and membership of the Project by way of allotment of shares of **"Mondeal Square Maintenance Services Private Limited"**, a Maintenance Company formed for maintenance of the Project and subject to the rules, regulations and resolutions of the said Maintenance Company and also subject to the terms and conditions stated in this Deed and in other deeds like booking application, agreement for sale, possession letter, etc. made in respect of this Property.

(m) That quiet, vacant and peaceful possession of the said **Property** described in **Schedule-II** is delivered by the **VENDOR** herein to the **PURCHASER** today and the PURCHASER acknowledges the delivery of the said **Property** by the **PURCHASER** in good and proper condition.

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(n) The **VENDOR** shall formed and registered a Maintenance Company known as **"Mondeal Square Maintenance Services Private Limited"** which is registered at Ahmedabad before the Registrar of Companies, Gujarat, Dadra and Nagar Havelli on 16-09-2013, having Corporate Identity Number **U74120GJ2013PTC076847** (hereinafter referred to as said "**Maintenance Company**") for management and maintenance of common facilities of said **Project, MONDEAL SQUARE**, and **PURCHASER** shall from time to time sign and execute the application and other papers and documents necessary for the membership of the **Maintenance Company**. The **PURCHASER** shall co-operate and assist the **VENDOR** for formation and becoming member of the **Maintenance Company**.

(o) The **PURCHASER** agree that though they have become free, independent and absolute owners of the said **Property**, the said **Property** shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said **Maintenance Company** as the case may be. Therefore the use and transfer etc of said **Property** shall be in accordance with the rules and resolutions of the **Maintenance Company** which is formed for management and maintenance of common facilities of said **MONDEAL SQUARE** scheme.

(p) AND the **VENDOR** doth hereby for itself, its successors and assigns **COVENANT** with the **PURCHASER** that notwithstanding any act, deed, matter or thing whatsoever by the **VENDOR** or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary the **VENDOR** now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said **Property** hereby granted, conveyed released or assured or intended so to be unto and to the use of the **PURCHASER** in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the **Maintenance Company** as may be formed for the management of entire **MONDEAL SQUARE** scheme.

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(q) AND that the **PURCHASER**, after obtaining possession of said **Property** from the **VENDOR** in writing shall and may at all time hereafter peaceably and quietly enter upon, have occupy, possess and enjoy the said **Property** and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them the **VENDOR** or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.

(r) AND full and free right liberty and licence for the **PURCHASER** their heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said **Property** and its or their tenants and servants and all other persons authorized in that behalf by it or them from time to time and at all times after delivery of possession from the **VENDOR** in writing, by day and or night for all purposes connected with the use and enjoyment of the said **Property** to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Deed and rules made by the **Maintenance Company** from time to time.

(s) THE **VENDOR** covenants with the **PURCHASER** that the said **Property/Land** of Final Plot and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said **Property** and that said **Property** is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the **VENDOR** has not taken any loan or financial assistance of any nature from anyone by creating charge over the said **Property** or its title deeds.

(t) That the **VENDOR** has paid and shall pay all kinds of Panchayat taxes, AMC/AUDA Cesses, Betterment charges and Revenue Taxes etc in respect of the said **Property** up to the date of delivery of possession. The **PURCHASER** shall be liable to pay proportionately such AMC/AUDA taxes, cessess, charges, etc thereafter.

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(u) Moreover terms and conditions of all other deeds like agreement for sale, booking letter, possession agreement, etc shall also be binding upon the **PURCHASER** and their transferees. The **PURCHASER** agree that though they have become free, independent and absolute owners of the said Property, the said **Property** shall be used and occupied by them as per rules and regulation that may be framed by **Maintenance Company** that may be formed and made by **Vendor** from time to time. Therefore the use and transfer etc of this Property shall be in accordance with the rules and resolutions of the **Maintenance Company** formed for management of said building.



THIS DEED OF CONVEYANCE FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under:-

The **PURCHASER** irrevocably agree that they have purchased the said **Property** on the following terms and conditions and they covenant with the **VENDOR** as stated hereunder:-

(1) That the **PURCHASER** agree to abide by the rules, regulations and resolutions of the **Maintenance Company** which is formed for the management of the said **Project** and assures that they shall not commit any breach of the same.

(2) That **PURCHASER** herein agree to purchase necessary shares and become members of the **Maintenance Company** formed for the management of the Common facilities of the said **Project**.

(3) The **PURCHASER** agree to pay all maintenance amount/ charges/deposit as may be demanded to the **Maintenance Company/VENDOR**, which is formed for the management of the said **Project**.

(4) It is hereby agreed by the **PURCHASER** that as owners of said **Property** in pursuance of this deed it shall deposit with the **Maintenance Company** which may be formed from time to time necessary maintenance Deposit. The **PURCHASER** agree that subsequently it shall also pay such amount as may be decided by the said **Maintenance Company** for maintenance.

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Maintenance deposit shall be utilized by the said **Maintenance Company** towards common expenses, maintenance and other expenses incurred by the said **Maintenance Company**. The **Maintenance Company** shall also be entitled to use/spend the corpus of the said fund in case of necessity. The **PURCHASER** shall also be required to pay additional amount in future as corpus fund or otherwise if the **Maintenance Company** so decides to meet with such expenses. The **PURCHASER** shall not be entitled to use and demand any services and facilities from the **Maintenance Company** if they have committed default in payment of maintenance charges.



(5) The **PURCHASER** shall not use the said **Property** or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the **Project** or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes.

(6) That the **PURCHASER** shall not throw dirt, rubbish, garbage, trash or any other refuge or permit the same to be thrown out from its **Property** in the common passages, balconies, compound or any portion of the said scheme. The **PURCHASER** shall maintain the esthetics of the Scheme. If the **PURCHASER** or its employees, agents, visitors, etc. are found throwing durt. rubbish, garbage, pan-masala, etc. in any part of the Scheme then the **PURCHASER** shall be liable to clear such dirt, rubbish, etc at its cost and in addition the **VENDOR/Maintenance Company** shall also be entitled to impose fine on the **PURCHASER** or its employees, visitors, etc..

(7) The **PURCHASER** shall not use the said **Property** for residence.

(8) That the **PURCHASER** shall not use the said **Property** for manufacturing any items or as pan parlors, as consulting room of medical professional, Hotel, Restaurant, Café, Club, Video parlour, doctor's clinic, maternity home, surgical home, dairy, or as printing press, or storing chemicals or for hira-ghanti, any business which require machines which are used in industries and for any other purpose which may be objectionable to the said

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VENDOR/Maintenance Company and other occupiers in the said Scheme.

(9) That the **PURCHASER** shall maintain at its own costs the **Property** purchased by the **PURCHASER** in the same good condition, state and order in which it will be delivered to the **PURCHASER** and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Urban Development Authority, Ahmedabad Municipal Corporation and Torrent Power Limited and any other authorities, local bodies, and the **Maintenance Company** and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale Deed.



(10) The **PURCHASER** or their employees, agents, etc. shall not demolish or do any additions / alterations / modifications of any nature in the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighbouring premises or the Building. The **PURCHASER** shall not carry out any alterations in the structure without prior written consent of **VENDOR/Maintenance Company** and without obtaining prior written opinion of Structural Engineer of repute and also without obtaining prior permission of Ahmedabad Urban Development Corporation and or any other authorities.

(11) In case if the **PURCHASER** require any modifications/alteration in the said Property (not being structural in nature) to be done by the **VENDOR**, then the **PURCHASER** shall be liable to pay additional costs/charges for any such alteration/modification as may be determined by the **VENDOR** and no labour credit shall be given by the **VENDOR**.

(12) The **PURCHASER** shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring ceiling etc of the said Block/Unit. The **VENDOR** has kept proper ducts/space for keeping the A/C units in the Units. Therefore the **PURCHASER** shall not keep/fix their A/C unit at any other place. The

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PURCHASER shall be provided designated location for fixing split Air Conditioner units.

(13) That the **PURCHASER** shall not put any boards/hoarding without the prior written permission of the **VENDOR/Maintenance Company**. The **VENDOR/Maintenance Company** will provide necessary dimensions and sizes for the boards/hoarding to be displayed at the entrance of their Units. The **PURCHASER** shall be allowed to put its board on the entrance wall of their Unit and shall also follow the instructions of the **VENDOR/Maintenance Company** regarding dimension and size of the board/ hoarding.

(14) THAT the **PURCHASER** shall keep insured its Unit/s against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the **PURCHASER** with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the **Maintenance Company** or the Vendor, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the Unit being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the Unit.

(15) That the **PURCHASER** hereby irrevocably agree that the terraces on the top of the all buildings in the **Project** shall always belong to **VENDOR** and its transferees, who shall always be entitled to deal with and dispose of the terrace in any manner they like. The **PURCHASER** or **Maintenance Company** or Association of unit holders shall not object to the use and transfer of the said terraces on any ground due to any reason whatsoever in future. The occupiers of the terraces and their invitees shall always be entitled to use the stair cases, lifts, all common facilities etc at par with other members of the **Project**. The **PURCHASER** herein shall not have any right, title or interest in the said terraces of the building. The **PURCHASER** herein agree that he/she/they shall not claim any right in the terrace as he/she/they does not possess it. The **PURCHASER** agree that he/she/they has not paid any amount which entitles him to use the terrace. The **PURCHASER** agrees that the terrace is not common property. The

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PURCHASER hereby give their irrevocable consent that in future if any additional FSI is available to the **VENDOR** then the **VENDOR** shall be entitled to make additional construction on the terraces or may transfer the said additional FSI rights to any other entity or use them in any other plot of land and the **PURCHASER** shall not raise any objection. The **PURCHASER** herein agree that the **VENDOR** is free to commercially exploit the terrace space or any other space within the building by putting up hoardings, advertisement drapes, neon signs signage display in facade lights etc or by leasing these spaces to any third party and earning rent thereby. The **PURCHASER** or **Maintenance Company** shall not raise any objection and shall not put forward any claim over any such income generated by the **VENDOR**.

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(16) The **PURCHASER** hereby irrevocably agree that the **VENDOR** alone shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/ advertisement in the said scheme **"MONDEAL SQUARE"**. The **PURCHASER** further agree that **VENDORS** and their agents shall be entitled to install hoardings, LCD Screens, Video walls or any other audio-video modes of advertisement/publicity in the said scheme **"MONDEAL SQUARE"**. That the **VENDOR** shall be entitled to use any/all portion of the outer Wall i.e. outer Surface of the premises or of the entire building for placing/ affixing/ printing any advertisement/ signs/ decorative neon lights etc even after this Sale Deed. The **PURCHASER** will be entitled to put its board in the place provided and earmarked on the front portion of the premises hereby purchased after he/she/they gets possession of his/her/their unit from **VENDOR**.

(17) That the **PURCHASER** shall permit the **Vendor/Maintenance Company**, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (except in case of emergency) to enter in to and upon his/she/their property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building

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and also for the purpose of laying down, maintaining, repairing, testing, drainage. gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Unit or any other property in the building in respect whereof the occupiers of such other unit as the case may be shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the **Maintenance Company** which shall be formed for the management of said building.

(18) The **PURCHASER** are aware that sometimes the leakage of water from the toilets. bathrooms and Pantry may happen in Units as well as from the neighboring and upper units. Leaked water/moisture may appear on the walls of said Unit and that may deteriorate the painting and plaster on the walls. **PURCHASER** are aware that water is a substance which is likely to escape. resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. **PURCHASER** agree that the **Maintenance Company/Company/VENDOR** shall not be liable for any damage in the unit due to leakage of water and its various other after effects. However, the **PURCHASER** hereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of Lower units below the said property complains of any water leakage in their roof.

(19) The Lift facility in this building shall be used as per rules of the **Maintenance Company** which is formed for the management of said building. It is to be economically used. The **PURCHASER** as well as their employees or heirs shall not misuse the said lift and you will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the **Maintenance Company/VENDOR**. Therefore during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs then the **Maintenance Company** which may be formed in future or **VENDOR** shall not become responsible for it and the **PURCHASER** or their employees heirs etc shall not

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demand/shall not be entitled to demand such damages/compensation from them and you hereby give your assurance and consent in it.

(20) The **PURCHASER** and their employees, agents, visitors, etc. shall not spoil or damage the common toilets and shall keep the toilets in proper hygienic condition. The **Vendor/Maintenance Company** shall be entitled to impose fine on any person spoiling or damaging the common toilets or rendering it unfit for public use.

(21) The **PURCHASER** covenants that the PURCHASER and their employees and agents shall park their vehicles only in their allotted parking area and they shall not be entitled to park in visitor parking area. The **Vendor/Maintenance Company** shall be entitled to take strict action against the PURCHASER, including imposition of fine, if they park their vehicles in visitor parking.

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(22) The **Vendor** covenants with the **PURCHASER** that the said **Land** or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said **Property**. The **Vendor** assures and undertakes to the **PURCHASER** that its titles to the said **Property** are clear, marketable and free from reasonable doubts and without encumbrances.

(23) That if in future there is any additional FSI available from the competent/appropriate authority for construction, then the **VENDOR** shall become its absolute owner and shall have full right to make additional construction on the land and/or building. The **PURCHASER** or their society/ company/ association shall have no claim or right for such additional FSI rights.

(24) After obtaining previous written permission of the **Maintenance Company/VENDOR** the **PURCHASER** shall be entitled to transfer/sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said **Property** or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said **Property** and

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such approval shall not be normally denied unless the **PURCHASER**/occupiers have committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with of the **Maintenance Company** or its rules, resolution etc as the case may be and if the activities of the transferor or transferee are not suitable to the Building/**Maintenance Company**. The **PURCHASER** shall take prior written permission from the VENDOR/**Maintenance Company** before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the PURCHASER to inform the concerned Police Station about the renting of the Property as per prevailing laws.

(25) That the **PURCHASER** and the persons to whom the said **Property** shall be subsequently transferred, assigned or given possession of with the permission of the **Maintenance Company** of the said **Project** shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said **Maintenance Company** may require for safeguarding the interest of the said **Property** and its occupiers.

(26) That the **PURCHASER** and persons to whom the said Unit shall be subsequently transferred, assigned or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by **Maintenance Company** for the protection, maintenance, use and transfer of the said **Property** and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the Ahmedabad Urban Development Authority, Ahmedabad Municipal Corporation and other authorities of the government.

(27) That if the **PURCHASER** are found to have committed breach of any of the conditions without prejudice to the right of expulsion of the **PURCHASER** from the occupation and membership of the said **Maintenance Company** and forfeiture of its price and share, the said **VENDOR/Maintenance Company** shall have absolute right to compel the **PURCHASER** to restore the said **Property** to the original position and in default, shall have a right to cause it to be done through its agents and

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employees at the cost of **PURCHASER** and transfer it in any manner they like for making good the losses, expenses etc suffered by **Maintenance Company**.

(28) All the terms and conditions of this Sale deed shall be binding upon the transferees and future owners and occupiers of the said Property.

(29) The said Scheme shall always be known as **"MONDEAL SQUARE".** This name shall not be normally changed under any circumstances by the **PURCHASER** and other unit holders.

(30) THAT the **VENDOR M/s. GOYAL SAFAL DEVELOPERS,** Through its Partners. **(1) Safal Realty Pvt. Ltd.,** and **(2) Goyal and Co. (Constructions) Pvt. Ltd.** has Authorized and appointed **Mr. CHIRAG SHAH and Mr. KALPESH MORE** jointly and/or severally, as Authorized Signatory of the said partnership firm, **M/s. GOYAL SAFAL DEVELOPERS** vide Authority Letter dated 20/06/2012, thereby **Mr. CHIRAG SHAH and Mr. KALPESH MORE** are jointly and/or severally authorized to affix the seal of **M/s. GOYAL SAFAL DEVELOPERS** and sign and execute and register the Sale Deed on behalf of the said **VENDOR.**

(31) The said **Property** is located on S.G. Highway within the limits of Vejalpur Police Station of Ahmedabad and is situated outside the area covered by the Gujarat Prohibition of Transfer of Immovable **Property** and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, no prior permission of the Collector of Ahmedabad for the transfer of the said **Property** is required to be obtained for this Sale Deed.

(32) THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc in respect of this sale deed shall be borne by the **PURCHASER** alone.

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(33) The **PURCHASER** will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

The schedule above referred to are mentioned hereunder:-

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SCHEDULE- I

(Description of Land of Entire Project)

All that piece or parcel of Non-Agricultural Land bearing Final Plot No. 1/1 admeasuring about 6589 sq. mtrs [given in lieu of land of Survey no. 833 paiki (Khata no. 2044) admeasuring 3031 sq. mtrs, land of Survey no. 881 paiki (Khata no. 2044) admeasuring 1941 sq. mtrs and land of Survey no. 834 (Khata no. 2044) admeasuring about 8701 sq. mtrs] of Draft Town Planning Scheme no. **23 (Vejalpur)** situate, lying and being at **Moje Vejalpur**, Taluka City, in Registration District of Ahmedabad and Sub District **Ahmedabad-10 (Vejalpur)**.

The said land is bounded as under:

On or towards East :	Final Plot No 1/2
On or towards West :	12 Mtr. wide T.P. Road and S. G. Road
On or towards North:	Boundary of T.P. Scheme 24
On or towards South:	30 Mtr. wide T.P. Road

SCHEDULE-II

(Description of said Property hereby sold)

All that **Property** of Unit bearing **No. A-201** (Unit No. **201** as per plan approved by **AUDA**) situated on the **2nd Floor** of Block No. **"A"** admeasuring about **2576 Sq. Feet** i.e. **239.32 Sq. Mtrs.** (Super Built-up area) in **"MONDEAL SQUARE"** building and undivided proportionate land admeasuring **65.90 Sq. Mtrs.** of Final Plot No. 1/1 admeasuring about 6589 sq. mtrs [given in lieu of land of Survey no. 833 paiki (Khata no. 2044) admeasuring 3031 sq. mtrs, land of Survey no. 881 paiki (Khata no. 2044) admeasuring 1941 sq. mtrs and land of Survey no. 834 (Khata no. 2044) admeasuring about 8701 sq. mtrs] of Draft Town Planning Scheme no. **23(Vejalpur)** situate, lying and being at **Moje Vejalpur**, Taluka City,

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in Registration District of Ahmedabad and Sub District **Ahmedabad-10(Vejalpur)** alongwith right to use and enjoy common amenities and all other common rights including roads, common plots, etc of the said scheme.

The Unit No. A-201 on 2nd Floor in Block No. "A" is bounded as under:

On or towards East	: 9.00 Mtr. Internal Road
On or towards West	: Unit No. A-202
On or towards North	: Open Space
On or towards South	: Open Space

The aforesaid **Property** is alongwith common rights in all common utilities & amenities. passages, foyer, Garden, staircase, Lifts, compounds, sewage, drains, drainage, electricity etc.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their
respective hands hereunder on this 25th **day of** APR, 2014 at **Ahmedabad**.

FIRST PARTY/VENDOR

The common seal of the above named **"M/S GOYAL SAFAL DEVELOPERS"** a Partnership Firm, Through its Authorized Signatory, **Mr. Kalpesh More,** who has signed hereunder

(VENDOR)

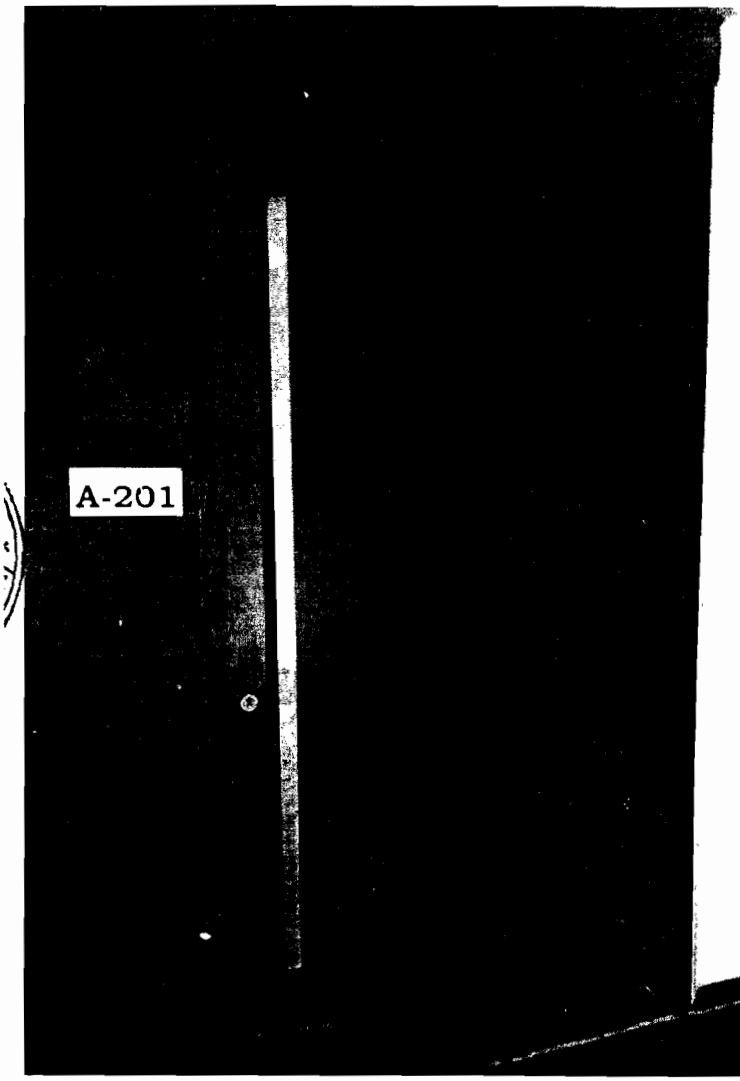
WITNESSES:-

[1]

[2]

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2014

Photograph of said property of **Unit No. A-201** hereby sold by **Vendor** to **PURCHASER**

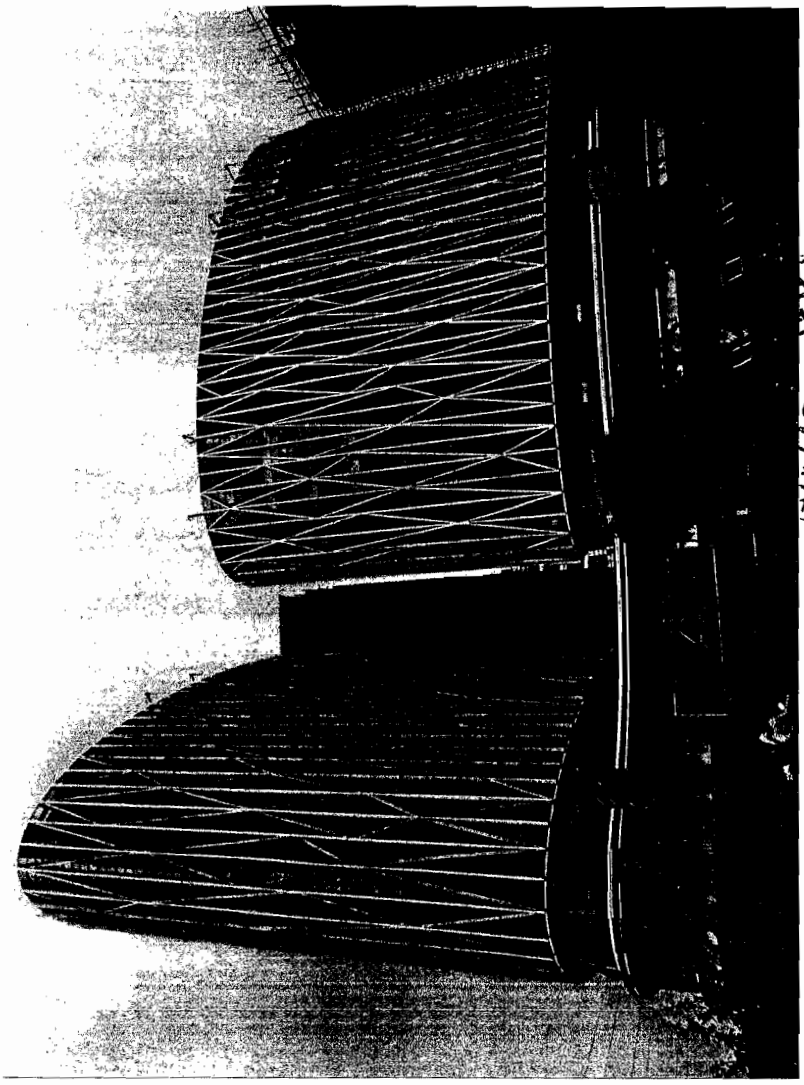


THE VENDOR

THE PURCHASER

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Photograph of said property of **Unit No. A-201** hereby sold by **Vendor** to **PURCHASER**



REGISTRAR

THE VENDOR

THE PURCHASER

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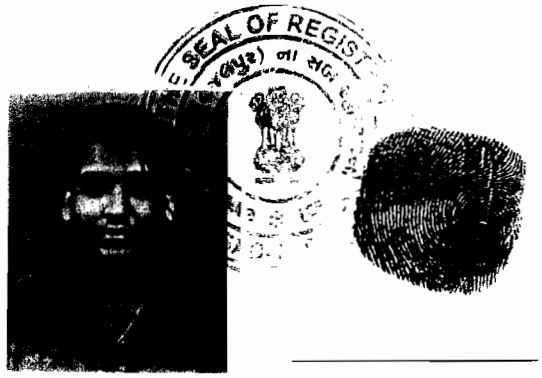
SCHEDULE OF REGISTRATION ACT SECTION – 32 A

FIRST PARTY-
THE VENDOR



The above named VENDOR **"M/S GOYAL SAFAL DEVELOPERS"** a Partnership Firm Through its Authorized Signatory, **Mr. KALPESH MORE** who has signed above.

SECOND PARTY-
THE PURCHASER



VIVEK SURESH AGARWAL

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Serial No. **2147**

Presented of the office of the Sub-Registrar of **S.R.O - Ahmedabad-10 Vejalpur** Between the hour of 16 to **17** on Date **25/04/2014**

Receipt No :- **2014310004090**

Received Fees as following		Rs.
Registration		120000
Side Copy Fee	(28):	280
Other Fees		0
TOTAL :-		120280





M/s Goyal Safal Developers A Partnership Firm Through Its Authorized Signatory Mr.Kalpesh More

(S.R.SHAH)
Sub Registrar
S.R.O - Ahmedabad-10 Vejalpur

(S.R.SHAH)
Sub Registrar
S.R.O - Ahmedabad-10 Vejalpur

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
Executing					
1.000	M/s Goyal Safal Developers A Partnership Firm Through Its Authorized Signatory Mr.Kalpesh More 10th Floor. Safal Profitaire. Corporate Road. Opp. Ramada Hotel. Prahladnagar. Ahmedabad -380015 PANNO:AAJFG1827C	45			

Executing Party admits execution

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2014		

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1 Sanjay J Patel
Suvas Appt. Sola Road. Thaltej.Ahmedabad





Known to the under signed Sub-Registrar state that the personally known the above executant and identifies him/them.

1. _____

Date 25 Month April - 2014

S.R.SHAH
Sub Registrar
S.R.O - Ahmedabad-10 Vejalpur

Produced Form No.1 for finalise the Marketvalue.
Date : 25/04/2014

S.R.SHAH
Sub Registrar
S.R.O - Ahmedabad-10 Vejalpur

Verified PAN No/GIR No as per IncomeTax Rules 1962.

Executant No:

Claiment No.

Conformer No.

Date : 25/04/2014

(S.R.SHAH)
Sub Registrar
S.R.O - Ahmedabad-10 Vejalpur

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2014		

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Received Copies of Certified Evidence of Seller , Buyer and Identifiers of Document

Date 25/04/2014

(S.R.SHAH)
Sub Registrar
S.R.O - Ahmedabad-10 Vejal

1	Book No.	2147	Registered No.
Date :	25/04/2014		

(S.R.SHAH)
Sub Registrar
S.R.O - Ahmedabad-10 Vejalpur

Original received
Shashank
Shashank
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